



Capital National Bank

1300 Main • P.O. Box 3347 • Houston, Texas • 77001
(713) 651-1100

RECORDATION NO. 8215-B Filed & Recorded

MAR 23 1977 -1 15 PM

INTERSTATE COMMERCE COMMISSION

March 15, 1977

Joe Dean Phipps
Senior Vice President
Loan Administration

Secretary of the Interstate
Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8215-C Filed & Recorded

MAR 23 1977 -1 15 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

In accordance with Section 20(c) of the Interstate Commerce Act, we enclosed for filing with the Commission an original and two counterparts each of the following documents:

1. First Supplemental Security Agreement and Chattel Mortgage

Debtor: French Peterson
1500 C & I Building
Houston, Texas 77002

Security Party: Capital National Bank
1300 Main Street
Houston, Texas 77002

Collateral: 50 - 23,500 gallon capacity 100-ton
tank cars as follows:

RTMX 2100-2105, 2107-2118, 2122, 2128,
2129, 2132, 2134, 2137, 2138, 2140, 2156,
2163, 2172, 2174, 2177-2179, 2182, 2184,
2185, 2187-2195, 2198-2200, 2210, 2211

2. First Supplemental Security Agreement - Assignment of Accounts

Debtor: French Peterson
1500 C & I Building
Houston, Texas 77002

7-0820071
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ICC Washington D. C.

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Secretary of the Interstate
Commerce Commission
March 15, 1977
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Secured Party: Capital National Bank
1300 Main at Polk
Houston, Texas 77002

Collateral: All right, title and interest to Debtor in and to accounts and contract's rights arising under the Management Agreement between Debtor and Richmond Leasing Company effective as of the 12th day of May, 1975, and all leases then or thereafter existing covering the railroad tank cars described in No. 1 above.

The First Supplemental Security Agreement - Assignment of Accounts and the First Supplemental Security Agreement and Chattel Mortgage are supplements of the documents recorded at 4:10 p.m. on February 12, 1976, under Recordation No. 8215-A.

We also enclose our Cashier's Check in the amount of \$100.00 as fees for recordation of the aforesaid documents.

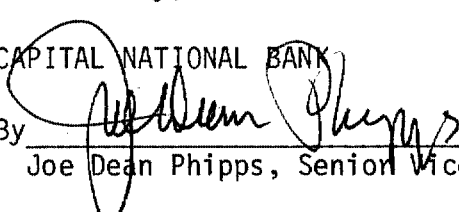
Please return the original of each document to Capital National Bank, 1300 Main and Polk, Houston, Texas 77002, Attention: Joe Dean Phipps, Senior Vice President.

If you have any questions or comments, please call the undersigned collect at 713/651-1100, or call our counsel, Frank Putman of Sewell, Junell and Riggs, collect, at 713/652-8777.

Yours truly,

CAPITAL NATIONAL BANK

By


Joe Dean Phipps, Senior Vice President

JDP:jh
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

3/31/77


OFFICE OF THE SECRETARY

Capital National Bank
1300 Main & Polk
Houston, Texas 77002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 3/23/77 at 1:15pm , and assigned recordation number(s) 8215-B & 8215-C

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

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FIRST SUPPLEMENTAL SECURITY AGREEMENT

RECORDATION NO. 8215-B Filed & Recorded

MAR 23 1977 -1 11 PM

AND CHATTEL MORTGAGE

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL SECURITY AGREEMENT AND CHATTEL MORTGAGE is by and among FRENCH PETERSON, 1500 C&I Building, Houston, Harris County, Texas 77002, (hereinafter called "Debtor"), and CAPITAL NATIONAL BANK, 1300 Main Street, Houston, Harris County, Texas 77002, (hereinafter called "Secured Party").

WHEREAS, Debtor is indebted to Secured Party, as evidenced by Promissory Note dated December 29, 1975, in the original principal amount of \$1,800,000, executed by the Debtor, payable to the order of Secured Party, bearing interest and being payable in the manner provided therein, (such Note being referred to herein as the "Existing Note"); and

WHEREAS, the payment of the Existing Note is secured by a Security Agreement and Chattel Mortgage, (herein called "Security Agreement"), dated December 29, 1975, filed with the Interstate Commerce Commission at 4:10 p.m. on February 12, 1976, under Recordation No. 8215-A, wherein Debtor granted to Secured Party a security interest in and a chattel mortgage on certain railroad tank cars described more fully in Schedule "A", which is attached hereto and made a part hereof, including all additions and accessions thereto, and proceeds thereof. (Said collateral being

hereinafter referred to as the "Prior Pledged Collateral");
and

WHEREAS, Debtor has this date executed his Promissory Note in the principal amount of \$425,000, payable to Secured Party or its order, evidencing a new indebtedness separate and in addition to the Existing Note;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I.

A. Debtor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and the indebtedness hereinafter mentioned, hereby grants to Secured Party a security interest in and a chattel mortgage on the Prior Pledged Collateral to secure the performance of all covenants and agreements hereof and to secure the full and prompt payment as and when the same become due of all sums owing and to be owing on the following Notes:

- (i) One Promissory Note of even date herewith in the original principal sum of \$425,000, executed by Debtor payable to the order of Capital National Bank, bearing interest at a rate equal to Two Percent (2%) per annum above Capital National

Bank's Prime Rate and being payable as provided therein; and

(ii) Existing Note;

and to secure any and all other indebtedness of Debtor to Secured Party as provided for in the Security Agreement.

II.

A. The Security Agreement is hereby supplemented and amended as to cover all of said Prior Pledged Collateral and to secure all of said indebtedness herein described or referred to, to the same extent as though the Security Agreement was re-written and all of said Prior Pledged Collateral was described therein and covered thereby with the above described note being described in lieu of the Existing Note, all references in the Security Agreement to the Existing Note described therein being made to apply to the above described note.

B. Except as otherwise provided herein, none of the rights, titles, liens, interests, securities or equities existing or to exist under the Security Agreement in law or in equity, are or shall be in any way released, diminished, impaired or affected hereby. The Security Agreement as supplemented and amended hereby is recognized to be still in full force and effect in so far as to cover all of said Prior Pledged Collateral and all rights and liens existing and to exist under the Security Agreement, as supplemented and amended hereby, are renewed, extended, carried forward

and conveyed to secure any and all indebtedness of Debtor to Secured Party.


C. Debtor expressly covenants, represents and warrants that Debtor is the owner and holder of good and valid title to all of said Prior Pledged Collateral, free and clear of all liens and encumbrances except all liens and encumbrances in favor of Secured Party and validly existing lease agreements.

D. Debtor expressly covenants, represents and warrants that all costs, expenses, amounts, charges and taxes due and owing to date against or with respect to any and all of said Prior Pledged Collateral have been paid to date; and that Debtor has the absolute, unrestricted right and authority to mortgage, assign and convey all of said Prior Pledged Collateral to Secured Party.

E. Reference is hereby made to all instruments mentioned herein and in each instrument referred to herein, all records mentioned in all of said instruments and the recordation of all of said instruments for all purposes hereof.

EXECUTED this the 28th day of February, 1977.

Debtor:


FRENCH PETERSON

Secured Party:

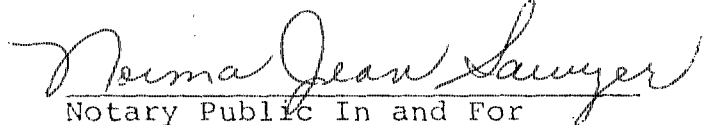
CAPITAL NATIONAL BANK

By 

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared FRENCH PETERSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

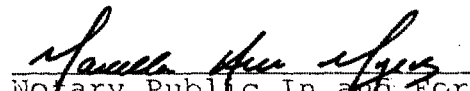
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of March, 1977.


Notary Public In and For
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Dean Phipps, Sr. Vice President of CAPITAL NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of said CAPITAL NATIONAL BANK, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Bank, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of March, 1977.


Notary Public In and For
Harris County, T E X A S

MARCELLA ANN MYERS
Notary Public in and for Harris County, Texas
My Commission Expires 6-30-77

SCHEDULE A

French Peterson owns the following tank cars:

<u>QUANTITY</u>	<u>TYPE</u>	<u>CAR NUMBERS</u>
50	23,500 Gallon Capacity 100 Ton Tank Cars	RTMX 2100-2105, 2107-2118 2122, 2128, 2129, 2132, 2134, 2137, 2138, 2140, 2156, 2163, 2172, 2174, 2177-2179, 2182, 2184, 2185, 2187-2195, 2198- 2200, 2210, 2211